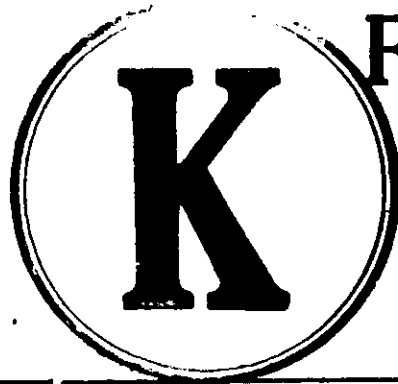


1942.



File No. A.G.N. W.P./42

Legal DEPARTMENT
E BRANCH

Examined.

mm
4-5-52

f30
1942

Subject:—

Underground Waterpipe

Agreements; Scrutiny of

File No. A.G.N. W.P./42

Std. Sectt. Slip 24 B e.

25-E

(K)
C O N T E N T S.

Legal Department File No. Agn..W..P./42

Sr. No.	Compilation No.	Subject	Pages.
1)	O. No. 852 30/1/42	Agreement. Mrs Muttawa Gundimu of Hubli	1-13.
2)	O. No. 2369 12/3/42.	Draft agreement. Mrs. Maribai Lokare of Hubli	15-22
3)	O. No. 2619 24/3/42	Draft agreement Mr. Yelcobappa Trimuteppa Dhavale.	29-41
4)	O. No. 3582 27/4/42	Agreement. Mr. R. M. Johnappa of Hubli	43-53

79 79.47

This agreement made the day of ^{One thousand nine hundred and forty one} between the Governor of Bombay (hereinafter referred to as the "Government") of the one part and Mrs. Muttawa Gundimi of Hubli in the District of Dharwar, (hereinafter called the "licensee" which expression shall, unless it be repugnant to the meaning or context thereof include her heirs, executors, administrators and permitted assigns) of the other part.

Whereas the licensee applied to the Executive Engineer, Dharwar Division, Public Works Department (hereinafter referred to as "the Executive Engineer") for permission to lay underground water pipes underneath the Government road in mile 273/3 of Poona Bangalore Road in charge of the Public Works Department in the town of Hubli, as shown on the plan hereto annexed and therein coloured red (hereinafter referred to as "the said water pipes")

and in pursuance of the said permission the licensee has laid the said water pipes underneath the said road as shown on the plan hereto annexed.

And whereas the said permission has been granted by the Executive Engineer, subject to the terms and conditions hereinafter mentioned :-

Now this indenture witnesseth as follows :-

(1) The said water pipes already laid by the licensee below the level of the said road, shall remain in their present position subject to the following terms and conditions :-

(2) Where the said water pipes cross the road, the work of removing and ~~laying~~ the same shall be carried out in half widths of the road with suitable precautions for the convenience and safety of the traffic. One half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.

(3) The portion of the road and roadside land which may be dug up for the purpose of removing the said water pipes or carrying out repairs thereto, shall be restored to its original condition at the expense of the licensee.

(3 A.) Where the surface of the road to be opened up is of a higher type such as asphalt, tar, cement concrete, etc., the work of opening and restoring it to its original condition shall be carried out by Government at the entire cost of the licensee who shall pay the same forthwith on demand and which, if unpaid, can be recovered as arrears of land revenue. The decision of the Executive Engineer, as to the amount of cost incurred, shall be final. Where the surface is other than the higher type as aforesaid, the work shall be ~~not~~ carried out by the licensee at his cost

83-65
5

cost to the entire satisfaction of the Executive Engineer or his representative.

(4) The licensee shall have no right or interest whatever in or over the said road save merely the license to enter upon the same for the purpose of carrying out necessary operations on the said water pipes during the continuance of this agreement.

(5) The Government does not guarantee the preservation of the licensee's property from injury.

(6) The licensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of repairs in any of the said water pipes or as a result of any carelessness or negligence or misconduct of ^{her} his employees in repairing or finally removing the said water pipes and the licensee shall indemnify and keep indemnified the Government against all claims, demands and liabilities and expenses which Government may be put to on account of any claim made in this behalf.

(7) The licensee shall at ^{her} his own expense, maintain the said water pipes in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road or to other Government property through leakage or any other cause whatsoever, to the entire satisfaction

85-677

of the Executive Engineer or his representative.

(8) In the event of its being found necessary at any time to carry out any alterations to the road or other land which shall necessitate the removal and relaying of the said water pipes, the cost of such removal and relaying shall be borne by the licensee.

(9) On the failure of the licensee to observe any of the conditions of this agreement the Executive Engineer, shall be at liberty to cancel this agreement and, if necessary, to remove the said water pipes on the expiry of one month's notice and the licensee shall be held liable for the expenses so incurred by the Executive Engineer.

(10) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which case the licensee shall not be entitled to any compensation on account of the termination of this agreement.

(11) The licensee shall not do any act in connection with the said water pipes without having previously obtained the permission in writing of the Executive Engineer.

(12) The licensee has paid a fee of Rs.10/- for opening the said ^{road} and shall pay a nominal sum of Rs.1/- per annum in advance,

87-699

every year on or about the 1st April
for the use of the road ^{with effect from} for the year
1939-40 ~~and onwards.~~

(13) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

(14) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(15) Any difference of opinion between the licensee and the Executive Engineer, in connection with this agreement, shall be referred to the Chief Engineer to Government and his decision shall be final and binding on the licensee.

(16) Any notice or other document to be given to or served upon the licensee may be given to, or served on behalf of Government by the Executive Engineer and any such notice or document shall be deemed to have been duly given to, or served on the licensee if it is delivered at the last known address of the licensee or sent by registered post to ^{her} his address.

In witness whereof
the Executive Engineer, Dharwar Division
Public Works Department for and on
behalf

89 #11

behalf of the Governor of Bombay has
set his hand and the seal of his office
and the licensee Mrs. Muttawwa Gundimi
has set her hand ~~and seal~~ hereto the
day and year first above written.

Signed sealed and delivered by
Executive Engineer,
Dharwar Division, Public Works Depart-
ment, ~~for~~ on behalf of the
Governor of Bombay in the presence of

1.

2.

Signed ~~sealed~~ and delivered
by the within named ^{licensee} in the presence
of

1.

2.

7394
Legal Department. 13

The draft agreement as amended is in order. It is chargeable with a stamp duty of rupee one.

for *BYD 2211*
Solicitor to Government.
2211

U.R. to P.W.D. No. 852, dated 30-1-1942.

Amend
2211

This agreement made the ~~13~~ 15 137
day of one thousand nine
hundred and forty two between the
Governor of Bombay (hereinafter referred
to as the "Government") of the one
part and Mrs. Meribai Lokare of Hubli
in the district of Dharwar, inhabitant
of Hubli (hereinafter called the
"licensee" which expression shall unless
it be repugnant to the meaning or con-
text thereof include her heirs, executors
administrators and permitted assigns) of
the other part.

Whereas the licensee applied to
the Executive Engineer, Dharwar Division
Public Works Department (hereinafter
referred to as " the Executive Engineer"
for permission to lay underground water
pipes underneath the Government road in
mile 273/3 of Poona Bangalore Road in
charge of the Public Works Department
in the town of Hubli as shown on the
plan hereto annexed and therein coloured
red hereinafter referred to as " the said
water pipes".

And whereas the said permission
has been granted by the Executive Engineer
and in pursuance of the said permission
the licensee has laid the said water
pipe underneath the said road as shown
on the plan hereto annexed, subject to
the terms and conditions hereinafter
mentioned:-

Now this indenture witnesseth as
follows:-

(1) The said ~~underground~~ water pipes

already laid by the licensee below the level of the said road shall remain in their present position. ~~Subject to the following terms and conditions~~ -

(2) Where the said water pipes cross the road the work of removing and relaying the same shall be carried out in half width of the road with suitable precautions for the convenience and safety of the traffic. One half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and light at night.

(3) The portion of the road and roadside land which may be dug up for the purpose of ~~laying or~~ ^{or relaying in} removing the water pipe or carrying out repairs thereto shall be restored to its original condition at the expense of the licensee.

(3)A. Where the surface of the road to be opened up is of a higher type such as asphalt, tar, cement concrete, etc., the work of opening and restoring it to its original condition shall be carried out by Government at the entire cost of the licensee who shall pay the same forthwith on demand and which, if unpaid, can be recovered as arrears of land revenue. The decision of the Executive Engineer as to the amount of cost incurred shall be final. Where the surface is other than the higher type as afore-said, the work shall be carried out by the licensee.

#7 141 /
19.

at ^{her} ~~his~~ cost to the entire satisfaction of the Executive Engineer, or his representative.

(4) The licensee shall have no right or interest whatever in or over the said road save merely the license to enter upon the same for the purpose of carrying out necessary operations on the said water pipes during the continuance of this agreement.

(5) The Government does not guarantee the preservation of the licensee's property from injury.

(6) The licensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of repairs in any of the said water pipes or as a result of any carelessness or negligence or misconduct of her employees in repairing or finally removing the said water pipes and the licensee shall indemnify and keep indemnified the Government against all claims, demands and liabilities and expenses which Government may be put to on account of any claim made in this behalf.

(7) The licensee shall at her own expense, maintain the said water pipes in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road or to other Government property through leakage or any other cause whatsoever, to the entire satisfaction of the

- 4 - ¹¹⁹21/439

Executive engineer or his representa-
tive.

(8) In the event of its being found necessary at any time to carry out any alterations to the road or other land which shall necessitate the removal and relaying of the said water pipes the cost of such removal and relaying shall be borne by the licensee.

(9) On the failure of the licensee to observe any of the conditions of this agreement the Executive Engineer shall be at liberty to cancel this agreement and, if necessary, to remove the said water pipes on the expiry of one month's notice and the licensee shall be held liable for the expenses so incurred by the Executive Engineer.

(10) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which case the licensee shall not be entitled to any compensation on account of the termination of this agreement.

(11) The licensee shall not do any act in connection with the said water pipes without having previously obtained their permission in writing of the Executive Engineer.

(12) The licensee shall pay a road opening fee of Rs.10/- when the road is next opened for repairs or for removing or relaying the pipes or for any other purpose and also a nominal sum of

23 145 H

Re. 1/- per annum in advance every year on or about the 1st April for the use of the road, ^{with effect from} for the year 1939-40, ~~and covered~~

(13) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf

(14) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(15) Any difference ~~in~~ of opinion between the licensee and the Executive Engineer, in connection with this agreement, shall be referred to the Chief Engineer, to Government and his decision shall be final and binding on the licensee.

(16) Any notice or other document to be given to or served upon the licensee may be given to or served on behalf of Government by the Executive Engineer, and any such notice or document shall be deemed to have been duly given to, or served on the licensee if it is delivered at the last known address of the licensee or sent by registered post to her address.

In witness whereof

the Executive Engineer, Dharwar Division, Public Works Department, ~~for~~ and on behalf of the Governor of Bombay has set his hand and the seal of his office and

25-11-13

the licensee, Mrs. Meribai Lokare has
set her hand ~~and seal~~ hereto ~~in the~~
~~presence of~~ *the day and year first*
above written.

signed, sealed and delivered by
Executive Engineer,
Dharwar Division, Public Works Depart-
ment, ~~for and~~ on behalf of the Governor
of Bombay in the presence of :-

1.

2.

seal

signed ~~sealed~~ and delivered by
the within named Mrs. Meribai Lokare
in the presence of :-

1.

2.

Annexure
1 Plan.

~~125~~
27 1942

Legal Department.

The draft agreement as amended is in order. It should be stamped with a stamp of rupee one. It need not be registered.

O.C. B.S.D. 1613
Solicitor to Government.
14/3

U.R. to the P.W.D., No. 2369 dated the 17th March 1942.

Issued
17/3/42

227
29/5/57

This agreement made the

day of One thousand nine hundred
and fortytwo between the Governor of
Bombay (hereinafter referred to as the
"Government") of the one part and Mr. [.
Yakobappa Trimurteppa
/Dhavale of Hubli in the District of
Dharwar, (hereinafter called the "licensee"
which expression shall, unless it be re-
pugnant to the meaning or context there-
of include his heirs, executors, admini-
strators and permitted assigns) of the
other part.

Whereas the licensee applied to
the Executive Engineer, Dharwar Division
Public Works Department (hereinafter
referred to as "the Executive Engineer")
for permission to lay underground water
pipes underneath the ^{Poona-Bangalore} ~~Government~~ road in
mile 273/3 of ~~Poona-Bangalore Road~~ in
charge of the Public Works Department
in the town of Hubli as shown on the
plan hereto annexed and therein coloured
red, hereinafter referred to as " the said
water pipes".

And whereas the said permission
has been granted by the Executive
Engineer, and in ^u pursuance of the said
permission ^{the licensee has laid} ~~the said water pipes~~
underneath the said road as shown on the
plan hereto annexed subject to the terms
and conditions hereinafter mentioned:-

Now this indenture witnesseth as
follows:-

(1) The said water pipes already laid
by the licensee below the level of the
said road, shall remain in their present

position, ~~subject to the following terms and conditions.~~

(2) Where the said water pipes cross the road, the work of removing and re-laying the same shall be carried out in half widths of the road with suitable precautions for the convenience and safety of the traffic. One half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.

(3) The portion of the road and road-side land which may be dug up for the purpose of removing the said water pipes or carrying out repairs thereto, shall be restored to its original condition at the expense of the licensee.

(3-A) Where the surface ~~is~~ of the road to be opened up is of a higher type such as asphalt, tar, cement concrete, etc., the work of opening and restoring it to its original condition shall be carried out by Government at the entire cost of the licensee who shall pay the same forthwith on demand and which, if unpaid, can be recovered as arrears of land revenue. The decision of the Executive Engineer, as to the amount of cost incurred shall be final. Where the surface is other than the higher type as aforesaid, the work shall be carried out by the licensee at his cost to the entire satisfaction of the

421 157
33

Executive Engineer or his representative.

(4) The licensee shall have no right or interest whatever in or over the said road save merely the license to enter upon the same for the purpose of carrying out necessary operations on the said water pipes during the continuance of this agreement.

(5) The Government does not guarantee the preservation of the licensee's property from injury.

(6) The licensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of repairs in any of the said water pipes or as a result of any carelessness or negligence or misconduct of his employees in repairing or finally removing the said water pipes and the licensee shall indemnify and keep indemnified the Government against all claims, demands and liabilities and expenses which Government may be put ^{to} on account of any claim made in this behalf.

(7) The licensee shall at his ~~own~~ own expense, maintain the said water pipes in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road or to other Government property through leakage or any other cause whatsoever, to the entire satisfaction of the Executive Engineer, or his

133 9
35 16

representative.

(8) In the event of its being found necessary at any time to carry out any alterations to the road or other land which shall necessitate the removal and relaying of the said water pipes, the cost of such removal and relaying shall be borne by the licensee.

(9) On the failure of the licensee to observe any of the conditions of this agreement the Executive Engineer, shall be at liberty to cancel this agreement and, if necessary, to remove the said water pipes on the expiry of one month's notice and the licensee shall be held liable for the expenses so incurred by the Executive Engineer.

(10) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which case the licensee shall not be entitled to any compensation on account of the termination of this agreement.

(11) The licensee shall not do any act in connection with the said water pipes without having previously obtained the permission in writing of the Executive Engineer.

(12) The licensee shall pay a fee of Rs.10/- when the road is next opened for repairs or for removing or relaying the pipes or for any other purpose and a nominal sum of Re.1/- per annum in advance every year on or

about the 1st April for the use of
the road ^{with effect from} ~~for~~ the year 1939-40 ~~and~~
~~onwards~~

(13) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

(14) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(15) Any difference of opinion between the licensee and the Executive Engineer, in connection with this agreement shall be referred to the Chief Engineer to Government and his decision shall be final and binding on the licensee.

(16) Any notice or other document to be given to or served upon the licensee may be given to, or served on behalf of Government by the Executive Engineer and any such notice or document shall be deemed to have been duly given to or served on the licensee if it is delivered at the last known address of the licensee or sent by registered post to his address.

In witness whereof

the Executive Engineer, Dharwar
Division, Public Works Department, ~~for~~
and on behalf of the Governor of Bombay

#57 39 167

has set his hand the seal of his office
and the licensee Mr. Y.T.Dhavale has
set his hand ~~and seal~~ hereto the day
and year first above written.

Signed, sealed and delivered by
Executive Engineer,
Dharwar Division, Public Works Depart-
ment, ~~for~~ on behalf of the Governor
of Bombay in the presence of -

1.

2.

Signed, ~~sealed~~ and delivered by
the within named Mr.Y.T.Dhavale in
the presence of -

1.

2.

~~for~~

Assume: map .

139
41 167

Legal Department.

The agreement as amended is in order. It is chargeable with a stamp duty of Rupee one. It need not be registered.

O.C. B.S.D. 24/3
Solicitor to Government.
vol
28/3

U.R. to E.W.D., No. 2619, dated the th 24 March 1942.

D.L.B.

Issued
E.S.R.
24/3/42

This agreement made the ^{12/1} day of ^{12/1} 1943

One thousand nine hundred and forty two between the Governor of Bombay (hereinafter referred to as the "Government") of the one part and ~~Mr. Johnappa Ralwade~~ ^{Mr. John} of Hubli in the District of Dharwar, (hereinafter called the "licensee" which expression shall, unless it be repugnant to the meaning or context thereof include his heirs, executors, administrators and permitted assigns) of the other part.

Whereas the licensee applied to Executive Engineer, Dharwar Division, Public Works Department (hereinafter referred to as " the Executive Engineer") for permission to lay underground water pipes underneath ^{Poona Bangalore} ~~the Government's~~ road in mile 2 3/3 of ~~Poona Bangalore Road~~ in charge of the Public Works Department in the town of Hubli, as shown on the plan hereto annexed and therein coloured red, hereinafter referred to as " the said water pipes".

And whereas the said permission has been granted by the Executive Engineer and in pursuance of the said permission the licensee has laid the said water pipes underneath the said road as shown on the plan hereto annexed subject to the terms and conditions hereinafter mentioned :-

Now this indenture witnesseth as follows :-

(1) The said water pipes already laid by the licensee below the level of the said road, shall remain in their present position ~~subject to the following terms and conditions :-~~

(2) Where the said water pipes cross the road the work of removing and

and relaying the same shall be carried out in half widths of the road with suitable precautions for the convenience and safety of the traffic. One half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.

(3) The portion of the road and roadside land which may ^{be} dug up for the purpose of removing ^{or relaying} the ~~old~~ water pipes or carrying out repairs thereto shall be restored to its original condition at the expense of the licensee.

(3)A. Where the surface of the road to be opened up is of a higher type such as asphalt, tar, cement concrete, etc., the work of opening and restoring to its original condition shall be carried out by Government at the entire cost of the licensee who shall pay the same forth - with on demand and which, if unpaid, can be recovered as arrears of land revenue. The ^{decision} ~~condition~~ of the Executive Engineer, as to the amount of cost incurred, shall be final. Where the surface is other than the higher type as aforesaid, the work shall be carried out by the licensee at his cost to the entire satisfaction of the Executive Engineer or his representative.

(4) The licensee shall have no right or interest whatever in or over the said road save merely the licensee to enter upon the same for the purpose of carrying

47195

carrying out necessary operations on the said water pipes during the continuance of this agreement.

(5) The Government does not guarantee the preservation of the licensee's property from injury.

(6) The licensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of repairs in any of the said water pipes or as a result of any carelessness or negligence or misconduct of his employees in repairing or finally removing the said water pipes and the licensee shall indemnify and keep indemnified the Government against all claims, demands and liabilities and expenses which Government may ^{be} put to on account of any claim made in this behalf.

(7) The licensee shall at his own expense, maintain the said water pipes in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road or to other Government property through leakage or any other cause whatsoever, to the entire satisfaction of the Executive Engineer or his representative.

(8) In the event of its being found necessary at any time to carry out any alterations to the road or other land which shall necessitate the removal and relaying of the said water pipes, the cost of such removal and relaying shall be borne by the licensee.

(9) On the failure of the licensee to observe any of the conditions of

151/11

between the licensee and the Executive Engineer, in connection with this agreement, shall be referred to the Chief Engineer, to Government and his decision shall be final and binding on the licensee.

(16) Any notice or ~~any~~ other document to be given to or served upon the licensee may be given ^{to} or served on behalf of Government by the Executive Engineer and any such notice or document shall be deemed to have been duly given to, or served on the licensee if it is delivered at the last known address of the licensee or sent by registered post to his address.

In witness whereof

the Executive Engineer,
Munwar Division, Public Works Department
~~for and~~ on behalf of the Governor of
Bombay has set his hand and the seal of
his office and the Licensee, Mr. T. J.
Johns. ^{has set his hand and seal} hereto
the day and year first above written.

Signed sealed and delivered by

Executive Engineer,
Munwar Division, Public Works Department
~~for and~~ on behalf of the Governor of
Bombay in the presence of -

1.

2.

Signed sealed and delivered by
the within named in the presence of-

1.

2.

Signature:-
1. 11/11.

of this agreement the Executive Engineer shall be at liberty to cancel this agreement, and if necessary, to remove the said water pipes on the expiry of one month's notice and the licensee shall be held liable for the expenses so incurred by the Executive Engineer.

(10) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which case the licensee shall not be entitled to any compensation on account of the termination of this agreement.

(11) The licensee shall not do any act in connection with the said water pipes without having previously obtained the permission in writing of the Executive Engineer.

*the purpose of repairing
or removing the said
water pipes*

(12) The licensee shall pay a road opening fee of Rs.10/- when the road is next opened for ~~repairs or for removing~~ *or for any other purpose* and also a nominal ~~sum~~ ^{rent} of Re.1/- per annum ~~leviable~~ under the rules in advance every year on or about the 1st April for the use of the road, ~~for~~ ^{with effect from the year} 1939-1940 and onwards.

(13) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

(14) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(15) Any difference of opinion between

~~153~~
53182

Legal Department.

The draft agreement as slightly amended is in order.
It is chargeable with a stamp duty of Rupee one. It
need not be registered.

O.C. P.W.D. 25/4
Solicitor to Government.
✓ RSP 25/4

U.R. to P.W.D., No. 3582, dated the 27/4 April 1942.

used
O.C.
27/4